

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 8/18/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONTRACTING OFFICER, USDA-ARS-NPA 2150 Centre Avenue, Building D, Suite 300 Fort Collins, CO 80526		7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓) X	9A. AMENDMENT OF SOLICITATION NO. AG-82HW-S-09-0017
		X	9B. DATE (SEE ITEM 11) 7/28/09
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(S)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MDE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

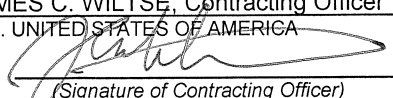
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

1. See pages (2 through 7) for changes, clarification and information.

Offerors are cautioned to acknowledge this amendment by one of the methods described in block 11 above.

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		JAMES C. WILTSE, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 8/18/09
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Corrections to "Replace roofs on buildings #1 and #2,
Feedmill roof" project

Pg 0753-10; Under "Feedmill":

EXISTING: "C. Insulation for the Feedmill roof shall be one layer of $\frac{1}{4}$ " non-tapered "Dens Deck"

NEW: "C. Insulation for the Feedmill roof shall be one layer of $\frac{1}{2}$ " non-tapered "Dens Deck".

Pg 0753-12) Under "10. Insulation System for Feedmill:"

EXISTING: "a. General: Provide insulation consisting of one $\frac{1}{2}$ " layer of high density fiberboard."

NEW: "a. General: Provide insulation consisting of one $\frac{1}{2}$ " layer of "Dens Deck".

Drawing, Sheet 3 of 6: Delete item A-5:D. Paint both sides of 1-12'x12' & 2-10'x10' Rollup doors on north & west sides of buildings"

Corrections to "Replace roofs on buildings #1 and #2,
Feedmill roof" project

Pg 0753-10

f. 1. - Existing: "Contractor shall include 23,000 S.F.
of paver units...."

New: "Contractor shall include 2,300 S.F.
of paver units...."

PRE-Bid Walk Through Attendees

Project: REPLACE ROOFS on BUILDINGS #1 and #2, REPLACE FEEDMILL ROOFDate: 8/11/09, 10:00 AM

Name	Name of Company City & State	Phone Number & Email
JOE WARRICK	U.S. Meat Animal Research Center Clay Center, NE	(402) 762-4131 Joe.Warrick@ars. usda.gov
Tom Inten	TRI-CITIES GROUP Grand Island, NE	308-384-7230 TRICitiesGroup@msn.com
* Ron Waugh	MIDWEST CONTRACTING OMAHA, NE	402-510-6403 CELL 402-537-3077 OFFICE
Bill/Barnardner CLAYTON & Jason STRONG	U.S. Meat Animal Research Center Clay Center NE Weathercraft Co. of Grand Island	762-4132 308 381-8002
Pete Holt	CRW, INC.	720 348 0438 pholt@crwcolorado.com
Daniel Schaefer	WTL	661 479 3113 dschaefer@trem.com
* Bill Feile	Perkins & Perkins. OMAHA, NE.	402-250-7776 rooffelide@yahoo.com
* Jack Corey	Five Star Contracting Beatrice, NE	402-228-3853 Five.star.c1@att.net
Paul Brei	Ziemba Roofing Hastings, NE	402-462-4382
Jeff Olson	ZIEMBA ROOFING HASTINGS, NE	402-462-8382 ziembraroof@windstream.net

* DENOTES SERVICE DISABLED VETERAN

Q1: this will be a firm fixed price contract?

Ans: yes a firm fixed price contract, also see clause 52.236-2.

52.236-2 -- Differing Site Conditions. (Apr 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of --

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of Clause)

Q2: will there be a possibility for one award for each Item?

Ans: there is no provision for split awards, there will be only 1 contract.

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Firms that have communicated an interest in Quoting to Generals as Subcontractors

Paul Brei
Ziemba Roofing Co.
Hastings, NE
ziembaroof@windstream.net

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Wherever a brand name product is specified in this solicitation it is in fact a "brand name or equal," and provision 52.211-6 pertains.

Provision 52.211-6 is hereby incorporated into this solicitation full text:

52.211-6 -- Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

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